

Before the Board of Supervisors County of Placer, State of California

In the matter of: Placer Conservation Authority Joint
Exercise of Powers Agreement

Resolution No.: 2020-020

The following Resolution was duly passed by the Board of Supervisors of the County of Placer
at a regular meeting held January 28, 2020 by the following vote on roll call:

Ayes: WEYGANDT, HOLMES, UHLER, GUSTAFSON, GORE

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.


Chair, Board of Supervisors

Attest:


Clerk of said Board

WHEREAS, the County of Placer has a common interest with the City of Lincoln in creating an entity capable of implementing the Placer County Conservation Program (PCCP) in accordance with the Implementing Agreement for the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan and related programs and permits; and,

WHEREAS, Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title I of the Government Code of the State of California authorizes parties to create a joint exercise of powers entity that has the power to exercise jointly the powers common to the parties; and

WHEREAS, the County of Placer intends to administer and to implement the PCCP and the Western Placer County In-Lieu Fee Program (ILF) in cooperation with the City of Lincoln to provide an effective framework to protect natural resources while improving and streamlining the environmental permitting process for impacts on aquatic resources and species and their habitat; and,

WHEREAS, the Implementing Agreement and related programs and permits identify certain duties and obligations that must be fulfilled by the "Placer Conservation Authority" in order to support the issuance of permits to the Parties under the Federal Endangered Species Act, California Natural Community Conservation Planning Act, Federal Clean Water Act, and related state and federal permits and programs covering public and private projects in western Placer County.

WHEREAS, the County acting as the Lead Agency for CEQA has determined that the adoption of a resolution approving the Joint Exercise of Powers Agreement and authorizing the Chair of the Board to execute it is not a project under CEQA Guidelines Section 15378(b)(4) and (b)(5).

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California, to approve the Joint Exercise of Powers Agreement creating the Placer Conservation Authority as set forth in Exhibit A and authorize the Chair of the Board to execute the same.

BE IT FURTHER RESOLVED, by the Board of Supervisors to authorize County Counsel to file the notice of agreement required by Government Code Section 6503.5 with the Secretary of State in the form hereto attached as Exhibit B on behalf of the County of Placer, a political subdivision of the State of California, upon execution of the agreement.

BE IT FURTHER RESOLVED, by the Board of Supervisors to authorize the County Executive Officer to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED, by the Board of Supervisors this resolution shall only become effective upon both of the following events occurring: (1) City Council of the City of Lincoln passing the corresponding resolution authorizing the Mayor or other authorized designee to execute the Joint Powers Agreement and (2) the City's tendering a signed version of the resolution and an executed version of the Agreement to the County Executive Officer.

Exhibit A: Joint Exercise of Powers Agreement Creating the Placer Conservation Authority
Exhibit B: Notice of Joint Powers Agreement

Exhibit A

JOINT EXERCISE OF POWERS AGREEMENT CREATING THE PLACER CONSERVATION AUTHORITY

October 29, 2019

**PLACER CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

This Joint Exercise of Powers Agreement ("Agreement") is entered into by and between the **County of Placer**, a political subdivision of the State of California (the "County"), and the **City of Lincoln**, a municipal corporation duly organized and existing under the laws of the State of California ("Lincoln"). Each Party is a public agency as defined in Section 6500 of the Government Code of the State of California. The parties hereto may be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

- A. Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title I of the Government Code of the State of California authorizes the Parties to create a joint exercise of powers entity that has the power to exercise jointly the powers common to the Parties.
- B. The Parties are each empowered by law to undertake certain projects and programs.
- C. The Parties intend to administer and to implement the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan ("HCP/NCCP") and the Western Placer County In-Lieu Fee Program ("ILF Program"). The Parties expect the HCP/NCCP and ILF Program to provide an effective framework to protect natural resources in western Placer County, while improving and streamlining the environmental permitting process for impacts on aquatic resources and on rare and sensitive species and their habitat. The Parties expect that the HCP/NCCP and ILF Program will also enable them to achieve certain land use planning goals and, at the same time, to provide comprehensive species, wetlands, and ecosystem conservation and to contribute to the recovery of endangered species in Northern California.
- D. The Parties have a common interest in creating an entity capable of implementing the HCP/NCCP in accordance with the Implementing Agreement for the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan ("Implementing Agreement") and implementing the ILF Program in accordance with the Western Placer County In-Lieu Fee Program Enabling Instrument ("Enabling Instrument"). The HCP/NCCP and Implementing Agreement identify certain duties and obligations that must be fulfilled by the "Placer Conservation Authority" in order to support the issuance of permits to the Parties under the Federal Endangered Species Act and the California Natural Community Conservation Planning Act that cover urban development and other development projects in western Placer County. The Enabling Instrument identifies certain duties and obligations that must be fulfilled by the "Placer Conservation Authority" in order for the ILF Program to provide compensatory mitigation under the federal Clean Water Act for such urban development and other development projects.

NOW, THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

1.0 DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings specified herein.

"Authority" means the Placer Conservation Authority.

"Board" means the governing board of the Authority.

"CARP" means the Western Placer County Aquatic Resources Program.

"Enabling Instrument" means the Western Placer County In-Lieu Fee Program Enabling Instrument.

"HCP/NCCP" means the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan.

"Implementing Agreement" means the Implementing Agreement for the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan.

"Law" means the Joint Exercise of Powers Act, Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title I of the Government Code of the State of California (Sections 6500-6599).

"PCWA" means the Placer County Water Agency, a special district duly organized and existing under the laws of the State of California.

"Reserve System" means the Reserve System set forth in the HCP/NCCP.

"SPRTA" means the "South Placer Regional Transportation Authority," a joint exercise of powers agency duly organized and existing under the laws of the State of California.

2.0 PURPOSE

This Agreement is made pursuant to the Law for the purposes set forth below.

A. To establish an agency to fulfill the duties and obligations of the "Placer Conservation Authority" in accordance with the Implementing Agreement, the HCP/NCCP, and the Enabling Instrument, including, but not limited to, the management and expenditure of fee revenues collected by the Parties for the purpose of implementing the HCP/NCCP and the ILF Program.

B. To oversee, monitor, and report on implementation of the HCP/NCCP and the ILF Program.

C. To create and manage a Reserve System in accordance with the Implementation Agreement and the HCP/NCCP, and to secure and manage funding, permits, and authorizations for those purposes.

D. To design and implement compensatory mitigation projects, and to create mitigation credits, in accordance with the Enabling Instrument, and to secure and manage funding, permits, and authorizations for those purposes.

E. To provide public information and outreach regarding the HCP/NCCP.

F. To exercise all the powers described in Section 6 herein.

3.0 TERM, TERMINATION AND WITHDRAWAL

A. This Agreement shall become effective as of the last date of execution ("Effective Date") and shall continue in full force until terminated. The Agreement may be terminated by either Party after ninety-day advance written notice thereof to the other Party. The Agreement may be terminated immediately by a written supplemental mutual agreement of both Parties.

B. Notwithstanding any Party's withdrawal from this Agreement, the withdrawing party shall remain obligated to the same extent the remaining Party is obligated to contribute amounts necessary to pay any debts, liabilities and obligations of the Authority arising from or related to actions taken by the Authority while the withdrawing party was a party to the Agreement.

4.0 AGENCY

A. Creation of Authority. There is hereby created pursuant to the Law an agency and public entity to be known as the "Placer Conservation Authority." As provided in the Law, the Authority shall be a public entity separate from its Parties. The debts, liabilities and obligations of the Authority shall not constitute the debts, liabilities or obligations of the Parties.

Within thirty days after the Effective Date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement and any amendment hereof to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Law, and will cause a copy of the full text of this Agreement and any amendment hereof to be filed with the Controller of the State of California in the manner set forth in Section 6503.6 of the Law.

B. Governing Board. A three-member Board shall administer this Agreement and govern the Authority. The Board shall consist of one elected representative from the Lincoln City Council and two elected representatives from the County Board of Supervisors. The Lincoln City Council shall appoint Lincoln's representative and may also appoint one alternate representative, both of whom shall serve at the Lincoln City Council's pleasure. The County Board of Supervisors shall appoint the County's two representatives and may also appoint one or two alternate representatives, all of whom shall serve at the County Board of Supervisors' pleasure. The term of office of any Board member and any alternate shall terminate when such member or alternate is replaced by the governing body that appointed the member or alternate, or when such member or alternate ceases to be an elected official of that governing body. Each Party's governing body shall appoint a new representative to the Board whenever the Party's seat on the Board has for any reason become vacant.

Each member of the Board shall have one vote. The Board may act only by unanimous vote of all three Board members or their alternates at a Board meeting. The

Board shall make decisions relating to the governance and administration of the Authority, except with regard to matters delegated by the Board to Authority staff by resolution. Duties of the Board include, but are not limited to, annual approval of the Authority budget.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expense shall be reimbursed and there are unencumbered funds available for such purpose.

The County shall provide staff to support the activities of the Authority until such time as the Board elects to secure other staff support or the County elects to discontinue the service. The Authority shall reimburse the County for the actual direct and indirect costs of providing staff support according to an annual budget approved by the Board. Each such annual budget shall include a spending cap beyond which the Authority shall not be required to reimburse the County.

C. Officers: Duties; Bonding.

(1) The Board shall select from its members a Chair who shall serve as Chair of the Authority and a Vice Chair who shall serve as Vice Chair of the Authority. The Chair and the Vice Chair shall have the duties assigned by the Board or set forth in by-laws adopted by the Board.

(2) The Secretary of the Authority shall be the County's "Placer County Conservation Program Administrator" until such time as the Board may appoint a replacement. The Secretary or his or her designee shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

(3) The Treasurer of the Authority shall be the County Treasurer until such time as the Board may appoint a replacement. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(4) The Auditor Controller for the County shall be the Controller of the Authority until such time as the Board may appoint a replacement. The Controller shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the Board has approved the demands.

(5) The Authority shall reimburse the County for its actual direct and indirect costs of providing the services of the Secretary, Treasurer, and Controller, as applicable, according to an annual budget approved by the Board. Each such annual budget shall include a spending cap beyond which the Authority shall not be required to reimburse the County.

(6) The Treasurer and Controller of the Authority are designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and each such officer shall file an official bond in the amount each such officer determines is necessary as required by Section 6505.1 of the Law, provided, that such bond

shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$1,500.00.

(7) The Treasurer and Controller of the Authority are hereby authorized and directed to prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Law every year during the term of this Agreement; and (b) a report in writing on the first day of February, May, August and November of each year to the Board and the Parties, which report shall describe the amount of money held by the Treasurer and Controller of the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report.

(8) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

D. Meetings of Board.

(1) Regular Meetings. The Board shall hold a regular meeting at least twice each year at dates and times the Board determines, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. If the Chair determines that there will be no business to transact at any meeting or that a scheduling conflict exists, such meeting may be canceled or rescheduled. The hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part I of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each Party.

(4) Quorum. A quorum for the transaction of business requires the attendance of all three members of the Board or their alternates.

5.0 ADVISORY COMMITTEES

A. Public Advisory Committee. The Authority shall establish a Public Advisory Committee consisting of twelve (12) members to advise the Authority regarding various aspects of HCP/NCCP and ILF Program implementation, including, but not limited to (1) expenditure of funds for HCP/NCCP implementation and ILF Program implementation, (2) implementation of conservation actions and mitigation projects under the HCP/NCCP and ILF Program, (3) management of the Reserve System, and (4) adherence to HCP/NCCP and ILF Program requirements. The Public Advisory Committee shall make recommendations to the Board regarding creation and management of the Reserve System and make other recommendations consistent with the HCP/NCCP and ILF Program. Members of the Public Advisory Committee shall be appointed by the Board based on relevant expertise or ability to represent interested or affected segments of the public in accordance with guidelines to be established by the Board and consistent with Chapter 8, Section 8.2.8.2, of the HCP/NCCP. The Board may at its discretion remove members of the Public Advisory Committee and appoint new members. The composition of the Public Advisory Committee shall be as follows: three members representing the interests of proponents of activities

covered under the HCP/NCCP and Implementing Agreement; three members representing the interests of non-profit environmental organizations; three members who are private landowners within the HCP/NCCP area; and three members representing the interests of residents of suburban and rural areas within the HCP/NCCP area.

B. Other Advisory Committees. The Board may establish other advisory committees as the Board deems appropriate to advise the Authority on matters related to this Agreement, the HCP/NCCP, the Implementing Agreement, or the Enabling Instrument, provided that the Board shall specify the purpose and function of any such committees.

C. Legal Notice. All meetings of committees shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part I of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

6.0 POWERS

The Authority shall have any and all powers common to the Parties that are necessary or appropriate to accomplish the purposes set forth in Section 2 hereof, including the powers granted to joint powers authorities in Articles 2 and 4 of the Law, and any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; to receive, collect, and disburse funds; to receive grants, contributions and donations of property, funds, and services; to sue and be sued in its own name including, without limitation, to file or intervene in lawsuits that pertain to the implementation of the HCP/NCCP or the ILF Program; to acquire real property and improvements thereon by any lawful means; to sell and to lease real and personal property; and to buy and hire real and personal property.

Except as otherwise provided herein, such powers shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon the County in the exercise of similar powers, as provided in Section 6509 of the Law.

7.0 TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement.

8.0 DISBURSEMENTS AND DEPOSITS OF HCP/NCCP FEES

The Implementing Agreement requires Lincoln and the County to consider the adoption of various mitigation fees, including a "Land Conversion Fee," certain "Special Habitat Fees," and a "Temporary Effect Fee" (collectively "**Fees**") to raise funding for the purposes outlined in the Implementing Agreement.

To the extent Lincoln and the County impose such Fees and collect any revenue from such Fees, Lincoln and the County shall disburse to the Authority any and all such revenues at least quarterly, on or before March 31, June 30, September 30, and December 31. Pursuant to the requirements of the Mitigation Fee Act (Gov. Code, § 66000 et seq.) ("**the Act**"), until disbursement or expenditure in accordance with this Agreement: the Authority shall hold revenues from the Land Conversion Fee in one separate, interest-bearing

account; the Authority shall hold revenues from the Special Habitat Fees in a second separate, interest-bearing account; and the Authority shall hold revenues from the Temporary Effect Fee in a third separate, interest-bearing account.

9.0 USE OF FEE REVENUES

The Authority shall use any and all revenues from the Fees only for the purposes for which they were imposed, and for no other purpose, pursuant to the requirements of the Act.

10.0 ACCOUNTABILITY

The Authority is strictly accountable for all revenue from the Fees that is disbursed to the Authority and must report all receipts and disbursements. No later than October 31 of each year of this Agreement, the Authority, County and Lincoln shall prepare and furnish to each other an annual report of their respective collection, disbursement and expenditures of, and any interest earned on, revenue from the Fees. The Authority shall, on behalf of the Parties, be solely responsible for full compliance with all applicable requirements of the Act as they pertain to revenue from the Fees that have been disbursed to the Authority, including but not limited to requirements with respect to its expenditure, management and accounting.

11.0 FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following June 30.

12.0 SURPLUS MONEY

After the completion of the purpose of this Agreement, any surplus money on hand shall be returned to the Parties in proportion to their contributions.

13.0 DISPOSITION OF ASSETS AND REAL PROPERTY

Upon the termination of this Agreement as set forth in Section 7, and after the repayment of advances and contributions in accordance with Section 14, any assets acquired as the result of the joint exercise of powers under this Agreement, other than real property and funding for the restoration, management, or monitoring of real property, shall be distributed to the Parties in proportion to each Party's overall unreimbursed contribution of assets to the Authority. The Authority shall transfer any real property, and any funding for the restoration, management, or monitoring of real property, acquired by the Authority as the result of the joint exercise of powers under this Agreement to one or more public agencies or nonprofit conservation organizations in accordance with applicable law. The plan for and actual disposition of assets and real property shall be mutually agreed upon by the Parties.

14.0 CONTRIBUTIONS AND ADVANCES

With the Board's approval, either Party may contribute or advance public funds, personnel, equipment or property to the Authority for any of the purposes of this Agreement. Any such advance shall be made subject to repayment, and shall be repaid in the manner agreed upon by the Authority and the Party making the advance at the time of making such advance. Except as otherwise expressly provided in this Agreement, no Party has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Party may choose to do so.

15.0 ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the Parties and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the Parties within six months after the close of each fiscal year.

To the extent required by Section 6505.6 of the Law, the Controller of the Authority shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority in compliance with Section 6505.6 of the Law. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the Parties and, if required by Section 6505.6 of the Law, with the Auditor Controller of the County. Such report shall be filed within twelve months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this Section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

For ten years following the Effective Date, the Authority shall conduct an annual special audit. Subsequently, the Authority may, by unanimous request of the Board, replace the annual special audit with an audit covering a two-year period.

16.0 CONFLICT OF INTEREST CODE

The Authority shall adopt a conflict of interest code as required by law.

17.0 LIABILITY AND INDEMNIFICATION

Each Party shall defend, hold harmless and indemnify the other Party and its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability arising out of, or in connection with, any acts performed under this Agreement to the extent liability arises from the acts of the indemnitor, its officers, agents, or employees in the performance of this Agreement.

18.0 BREACH

If a Party shall default in any covenant contained in this Agreement, such default shall not excuse the other Party from fulfilling its respective obligations under this Agreement, and the Parties shall continue to be liable for the performance of all conditions herein contained. Each Party shall be entitled to seek any and all legal and equitable remedies against the other Party in response to any alleged default under this Agreement. Each and all of the remedies given to the Parties hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Parties to any or all other remedies.

19.0 SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

20.0 SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. No Party may assign any right or obligation hereunder without the consent of the other Party.

21.0 AMENDMENT OF AGREEMENT

This Agreement may be amended only by supplemental written agreement executed by both of the Parties at any time.

22.0 FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the County, by resolution duly and regularly adopted by the members of the Board of Supervisors; in the case of Lincoln, by resolution duly and regularly adopted by the members of the Lincoln City Council; and, in the case of the Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

23.0 NOTICES

Notices to the Parties shall be sufficient if delivered as follows:

To the City:

City Manager
City of Lincoln
600 6th Street
Lincoln, CA 95648

To the County:

Placer County Executive Officer
County of Placer
175 Fulweiler Avenue
Auburn, CA 95603

24.0 SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

25.0 COUNTERPARTS

This Agreement may be executed in counterparts and so executed shall constitute an Agreement which shall be binding upon both Parties. A photocopy of the fully executed Agreement shall have the same force and effect as the original.

26.0 SIGNATURES

By affixing his/her signature below, each of the persons signing this Agreement warrants and represents that he/she has read and understands the Agreement, that he/she is authorized to sign this Agreement, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

Dated: _____, 2019

COUNTY OF PLACER

By: _____
Bonnie Gore, Chairperson
Placer County Board of Supervisors

APPROVED AS TO FORM:

By: _____
Karin E. Schwab, County Counsel

Dated: _____, 2019

CITY OF LINCOLN

By: _____
Jennifer Hansen, City Manager

APPROVED AS TO FORM:

By: _____
Kristine Mollenkopf, City Attorney



**State of California
Secretary of State**

FILE NO. _____

NOTICE OF A JOINT POWERS AGREEMENT

(Government Code section 6503.5)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments, unless otherwise specified.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

(Office Use Only)

Name of the agency or entity created under the agreement and responsible for the administration of the agreement:
Placer Conservation Authority

Agency's or Entity's Mailing Address: 3091 County Center Drive, Auburn California 95603

Title of the agreement: Placer Conservation Authority Joint Powers Agreement

The public agencies party to the agreement are (if more space is needed, continue on a separate sheet and attach it to this form):

(1) County of Placer

(2) City of Lincoln

(3) _____

Effective date of the agreement: _____

Provide a condensed statement of the agreement's purpose or the powers to be exercised: To administer and implement the Placer County Conservation Program and Western Placer County In-Lieu Fee Program to provide an effective framework to protect natural resources while improving and streamlining the environmental permitting process for impacts on aquatic resources and species and their habitat.

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME Karin E. Schwab, County Counsel

ADDRESS 175 Fulweiler Avenue

CITY/STATE/ZIP Auburn, CA 95603

Date

Signature

Karin Schwab, County Counsel

Typed Name and Title